



Clermont Transportation Connection

**Hybrid Light Transit Vehicle
Request for Bid**

2009

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OVERVIEW

This Request for Bid (RFB) is being offered on behalf of the Board of Clermont County Commissioners, doing business as the Clermont Transportation Connection for the purchase and delivery of **four (4) Hybrid Light Transit Vehicles** for the Clermont Transportation Connection (CTC)

SECTION 1: REQUIRED CONTENTS OF ALL BIDS

All bids submitted in response to this RFB should be organized as follows and be sent in duplicate:

- 1.** A copy of this RFB
- 2.** Bid Proposal Form (Pricing per the specifications)
- 3.** Letter of Transmittal signed by an officer of the company or signed by another employee and accompanied by an affidavit of authority to bind the company.
- 4.** Completion of all Affidavits, Forms, & Certifications included in Section 4 of this request for bid.
- 5.** Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization.
- 6.** Bid Guaranty Bond/Bond Check
- 7.** Required Contractor Information/Qualifications

The Clermont Sun:

Legal Notice

The Board of Clermont County Commissioners will be accepting sealed bids for *Furnishing and Delivery of four (4) Hybrid Light Transit Vehicles for the Clermont Transportation Connection*. All bids shall be submitted in a sealed envelope marked: **Bid – HYBRID LIGHT TRANSIT VEHICLE**, and must be received in the Office of the Board of County Commissioners, 101 E. Main Street, Batavia, Ohio 45103, no later than **2:00 PM**, local time on **Thursday, August 13th, 2009**, at which time all bids shall be opened and read aloud publicly.

Instructions to bidders, specifications, and bid form outlining the terms and conditions of the proposed purchase may be obtained by interested bidders during normal working hours of 8:00 a.m. to 4:30 p.m. Monday through Friday at the Clermont Transportation Connection Office located at 4003 Filager Rd., Batavia, Ohio, 45103, ATTN: Ben Capelle, 513-732-7577, Fax 513-732-7490.

Each bidder must submit their bid in **TRIPPLICATE**, two (2) originals and one (1) copy (with the copy stamped "COPY"). Each bidder must deposit with his bid, a certified check, cashier's check or money order drawn on a solvent bank or savings and loan association in the amount of five (5%) percent of the bid, paid to the order of the Clermont County Treasurer, or a Bid bond surety of five (5%) percent of the amount of the bid pursuant to the provisions of Section 307.88 of the Ohio Revised Code. Letters of credit and bid bonds must be filed with original signatures. Facsimile and electronic copies of the letter of credit, bid bond and Power of Attorney of the Surety will be deemed non-responsive.

The Board of County Commissioners reserves the right to waive any informalities, reject any or all bids and to hold such bids for a period of sixty (60) days before taking any action and to award a contract to the lowest and best bidder. No Bidder may withdraw his bid for a period of 60 days after the actual date of the opening thereof.

This notice is also posted on the contracting authority's internet site on the World Wide Web at the following address: www.co.clermont.oh.us. In order to view the legal notice, click on the link Legal Notices located on the Clermont County Home Page.

BOARD OF COUNTY COMMISSIONERS CLERMONT COUNTY, OHIO

Edwin H. Humphrey, President
Robert L. Proud, Member
R. Scott Croswell III, Member

ATTEST:

Judith Kocica, Clerk of the Board

Bill to: Clermont Transportation Connection, Attn. Jenny Mentz, 4003 Filager Road, Batavia, Ohio 45103

SECTION 2: GENERAL INSTRUCTIONS TO BIDDERS

1. **Bid Submittal:**

Reply to: **Board of County Commissioners
Clermont County
101 E. Main Street
Batavia, Ohio 45103**

All bids submitted for consideration by the Board of Clermont County Commissioners must comply with these instructions in order to be considered. These instructions set forth minimum requirements as to the terms and conditions of the purchase. Therefore, if any time frames, bid bond or other surety requirements set forth herein are in conflict with stated requirements in the specifications, the specification requirements shall prevail.

2. **Schedule of Activities:** Bids Due and Opened: **Thursday, August 13th, 2009 at 2:00 PM** local time at the Office of the Board of Clermont County Commissioners, 101 E. Main Street, Batavia, Ohio 45103-2960.
3. **Vendor Requirements:** It is required that the bidder have prior experience/expertise in the area pertaining to the bid proposal items listed in the Legal Notice.
4. **Foreign Corporations:** a “foreign corporation” means a corporation incorporated under the laws of another state. No contract shall be entered into with a foreign corporation until the Secretary of State has certified that such corporation is authorized to do business in Ohio; and until, if the bidder so awarded the contract is a person or partnership, it has filed with the Secretary of State a Power of Attorney designating the Secretary of State as its agent for the purpose of accepting service of summons in any action brought under Section 153.05 of the Ohio Revised Code or under sections 4123.01 to 4123.94, inclusive, of the Revised Code.
5. **Implied Requirements:** All products and services not specifically mentioned in the bid, but which are necessary to provide the functional capabilities described by the vendor, shall be included in the vendor’s base bid.
6. **Base and/or Alternate Bids:** Bids may contain descriptions of minor options or alternates which may be available to the County. Bid "A" will contain all products and services which are specifically mentioned in the bid request and all others necessary to provide the functional capabilities described by the vendor. Bid "A" shall be the Base Bid and is required by all bidders. Bids "B", "C" and so on will present options or alternatives that the vendor has available to the County. All bids must clearly identify and detail all costs on an item-by-item basis. Those bidders providing alternate bids must clearly distinguish such items as options.

The County reserves the right to award a contract which includes the base bid and/or any combination of alternate bids submitted by any vendor or a multiple of vendors.

7. **Multiple Bids:** Bidders who wish to submit multiple bids may do so. It is required that the bidder select one system as his "Base Bid (A)" and supply the complete information requested. If desired, the vendor may submit more than one base bid. Alternated bids will be indicated as alternate bids and lettered as "Bid B", Bid C", and so on.
8. **Indemnity:** Contractor hereby agrees to indemnify and hold the County harmless from any claims, demands or losses of any type or nature to any person, bidder or corporation arising in any manner from the contractor's performance or failure to perform the work required under this contract and shall pay any judgment or liability obtained or growing out of said claims, liabilities or judgments, including reasonable attorney's fees and costs.
9. **Vendor-supplied Materials:** Any material submitted by a vendor shall become the property of the County.
10. **Rejection of Bids:** The County reserves the right to reject any and all bids, to waive any informalities in the bidding procedure, to accept any bid which it deems to be for the best interest of the County and to hold such bids for a period of sixty (60) days before taking action to award a contract.
11. **Bid Identification and Submittal:** Bids shall be clearly marked on the envelope: "**Bid – Hybrid Light Transit Vehicles**" and include the bidders name and address. Bids must be in a sealed envelope submitted in duplicate (1 original and 1 copy). Replies must be received in the Office of the Board of County Commissioners no later than **2:00PM** local time on **Thursday, August 13th, 2009**. Late Bids will not be considered. Bidders will not be permitted to alter their bids after bid closing. Should the bidder wish to mail in the bid, they should send them to the County at the address indicated in the legal notice and must be received by the County prior to the above date and time.
12. **Bid Opening:** Bid opening will occur at **2:00PM** local time on Thursday, **August 13th, 2009**, at the Office of the Board of Clermont County Commissioners, 101 E. Main Street, Batavia, Ohio 45103-2960.
13. **Bid Bond:** Bids must be accompanied by a certified check, cashier's check or money order drawn on a solvent bank or savings and loan association in the amount of five (5%) percent of the bid, paid to the order of the Clermont County Treasurer, or a Bid Bond surety of five (5%) percent of the amount of bid pursuant to the provisions of Section 307.88 of the Ohio Revised Code. **Facsimile and electronic copies of the letter of credit, bid bond and Power of Attorney of the Surety will be deemed non-responsive.**

The Bid Bond must be signed by an Authorized Agent of an acceptable Surety Bonding Company and by the Bidder. The Bid Bond must be countersigned by a Resident Agent (State of Ohio) of the Bonding Company as required by Section 5729.09 of the Ohio Revised Code. (Affix Corporate Seals to all copies). The name and address of both the Surety and Surety's Agent must appear on Bid Bond.

Bid Bonds must be supported by:

- (1) Power of Attorney of the Agent, State of Ohio.
- (2) Certificate showing the legal right of the company to do business in the State of Ohio.

Bids may be rejected if all required papers are not returned with the bid.

The bid bond shall be returned:

- (a) If said bid shall be rejected.
- (b) If said bid shall be accepted and the principal shall execute and deliver the contract properly completed in accordance with said bid; **and upon delivery of equipment.**

- 14. **Bid Duration:** All prices quoted by the bidder in their bid must remain unchanged for a period of sixty (60) days after the date of bid opening.
- 15. **Bid Suitability:** When analyzing the bids submitted, when applicable, superior design, technology, workmanship, materials, size of component parts, operating cost, warranty, service facility etc. will be considered in addition to price. It is Clermont County's intent to accept the bid for which a thorough analysis of the bids submitted, proves to be the most suitable for the intended use.
- 16. **Discounts:** Bidders may offer cash discounts for prompt payment of invoices, but their discounts will not be used in determining the final net prices bid. The County will endeavor to take advantage of such discounts if offered.
- 17. **Prices:** Unit price governs the award unless otherwise specified in the Request for Bid. When the award is based upon total prices, unit prices must be entered and extended by multiplying the unit price by the quantity, and totaled on all items. The Clermont Transportation Connection may elect to extend or may correct the extension in order to arrive at a correct extended figure.
- 18. **Cost Liability:** The County assumes no responsibility, and no liability, for costs incurred by the prospective bidders for the purposes of preparing and submitting bids.

19. **Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization:** All bidders shall execute the form developed by the Ohio Department of Public Safety, Division of Homeland Security, in accordance with Section 2909.33 of the Ohio Revised Code and submit the completed form with their bid package in duplicate (one original and one copy with the copy stamped “copy”).
20. **Delivery:** Every effort shall be made by the Bidder awarded the contract to deliver items by or before the time designated in the contract. Any delinquency in such delivery without satisfactory written explanation directed to the Clermont County Commissioners may result in cancellation of the contract and substitution of other goods. The defaulting bidder shall be liable for any increased cost or expenses incurred as a result of such default.
21. **Performance:** The Board of County Commissioners reserves the right to require faithful performance of all things to be done under the contract and may require, as a condition of entering a purchase contract, lease, or lease with option to purchase, the bond provided for by Section 153.57 of the Revised Code, with good and sufficient surety in an amount not to exceed the amount of the bid.
22. **Materials:** Unless otherwise specified, all material shall be new and of the best grade in its particular line; all articles shall be complete and in first class condition; all articles shall include all applicable manufacturer’s warranties. Such warranty shall be reflected in the bid documents. All work shall be done in the best and most skilled manner, exactly as specified or detailed, and shall be subject to the approval of Clermont County officials. When required in the specifications, bidders shall make available for inspection, a sample or similar model of the bid items prior to the award of the bid.
23. **Subcontracting:** It is to be understood that no part of this bid shall be assigned, transferred, conveyed, sublet, or otherwise disposed of, without the expressed written approval of the Board of County Commissioners.
24. **Recommendations:** Reference to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the County. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the bid proposal.
25. **Type of Contract:** Bidders should be aware that the contract is to be of a fixed cost nature. Cost plus/percentage of cost contracts will not be acceptable.
26. **Exemption:** Clermont County is exempt from payment of Federal Excise Tax,

Transportation Tax and Ohio State Tax. Prices shall not include these taxes.

27. **Receipt and Opening of Bids:** Any bid may be withdrawn prior to the scheduled time and date for the bid opening.
28. **Obligations of Bidder:** At the time of opening of bids, it shall be presumed that each bidder has reviewed the specifications to clear up any questions. The failure of any bidder to examine any bid requirement shall in no way relieve the bidder of any obligation or condition of these contract documents.
29. **Bidder Qualifications:** The County reserves the right to conduct any investigations that it deems necessary to establish the responsibility, qualifications and financial ability of the bidders, proposed subcontractors and other persons and organizations to do the work in accordance with the Contract documents to the County's satisfaction within the prescribed item limits. The bidder shall furnish the County any and all such information, documents and data for this purpose that the County may request. The County also reserves the right to reject any bid should the information submitted by or the investigation of such bidder fails to satisfy the County that such bidder is sufficiently qualified to carry out any and all obligations of the contract.
30. **Statements of Conditionality:** Bids which contain statements of conditionality will not be accepted.
31. **Each bid shall include:** a letter of transmittal which bears the signature of the President, Vice-President, or any other Officer or Official as long as accompanied by affidavit of authority to bind the vendor.

All bidders are required to submit the following affidavits with their bid proposal:

- a. Non-Collusion Affidavit
- b. Affidavit Affirming Compliance with 5719.042 and 9.24 ORC.
- c. Affidavit Affirming Compliance with 3517.13 ORC.

These affidavits and specifications heretofore referenced shall be incorporated into and become a part of the Contract document.

Each bidder shall complete and submit the Required Contractor Information as specified in Article 4 of this bid packet.

32. **Property:** All materials and exhibits submitted in the bid response shall become the property of Clermont County and will not be returned to the bidder. All bids received constitute public information as a matter of statutory law and will be made available for public inspection and copying upon request by members of the public pursuant to the requirements of Section 149.43 of the Ohio Revised Code. Any portion of the bid that the bidder requires to be treated as confidential in nature must be marked to that effect and, provided that the information falls within an appropriate exemption enumerated under Section 149.43 of the Ohio

Revised Code, that portion will not be considered public record. A blanket indication of confidentiality or privilege will not be accepted and unless specific materials that fall within the appropriate statutory exemption are identified, the entire bid response will be treated as a public record.

33. **Assignability:** Any additional buses requested in this contract are assignable to any FTA funded transit agency sanctioned by this entity. In addition, any state or local agency or municipality sanctioned by this entity may purchase using the same terms and conditions of the contract issued. Additional options or equipment may be selected by each agency, at its own expense, following the award process. Any agency which is not subject to a purchase order from this entity must be invoiced directly by the supplier/contractor. Sanctioned agencies' participation is subject to a credit approval by the vendor, as this entity is in no way obligated by those agencies' financial commitments. Any outside agency choosing to utilize this clause does so at its own risk, by agreeing to the usage of this clause the using agency agrees to hold the Clermont County Board of Commissioners and/or the Clermont Transportation Connection harmless from any and all legal action pertaining to this contract.
34. **Options:** Contract is up to four (4) years. CTC requests firm fixed prices for four (4) **Hybrid Light Transit Vehicles** as specified herein in Year 1 of the contract (FY2009, ending June 30, 2009), with options to purchase up to five (5) additional vehicles in each of three (3) option years, FY2010 (beginning July 1, 2009 and ending June 30, 2010), FY2011 (beginning July 1, 2010 and ending June 30, 2011) and FY2012 (beginning July 1, 2011 and ending June 30, 2012). Price increases from base year to be based on PPI, as measured on a 12-month basis for the month that PPI statistics are most recently available at the time a purchase order is issued. Should an option order be made in FY2009 that is less than 12 months from the date of the original purchase order, the PPI shall be factored by the number of months divided by 12.

SECTION 3: SOLICITATION PROVISIONS/REQUIRED CONTRACT CLAUSES

1.0 Contract Subject to Federal Financial Assistance/Application of Provisions and Clauses

Operation of the Clermont Transportation Connection is funded in part by grants from the Federal Transit Administration (FTA) of the United States Department of Transportation. The award of any contract is subject to the requirements of financial assistance contracts between the Clermont Transportation Connection (hereinafter referred to as CTC) and the U.S. Department of Transportation requiring compliance with purchasing procedures and standards as set forth in various federal statutes and regulations including OMB Circular A-102, 49 CFR Part 18, and FTA Circular 4220.1E. The Contractor is required to comply with all terms and conditions prescribed for third-party contracts by the U.S. Department of Transportation, Federal Transit Administration (FTA).

The following solicitation provisions and required contract clauses, except those identified below as not applicable to this solicitation and any resulting contract, will be incorporated by reference in any contract resulting from this Solicitation issued by CTC. These solicitation provisions and required contract clauses are in addition to other General Specifications, Special and Technical Specifications, Bidding or Proposal Procedures, and Bid or Proposal Forms set forth in other sections of this Solicitation which may also be incorporated by reference in any resulting contract. Some provisions and clauses require the bidder/proposer to execute and submit certain required certifications with the bid or proposal, which are included herein. Failure to execute and submit required certifications with the bid or proposal documents may render a bid or proposal non-responsive.

1.1 Non-Collusion; Affidavits

The bidder guarantees that the bid submitted is not a product of collusion with any other bidder and that it has not been communicated by the bidder to anyone not an employee or agent or surety of the bidder. Bidders are required to furnish a Federal Non-collusion Affidavit. Failure to submit the signed affidavit at the time of bid opening shall be grounds for disqualification of the bidder's bid.

1.2 Ineligible Bidders; Certification

The bidder certifies that it is not included in the U.S. Comptroller General's List of Ineligible Contractors Debarred for Violations of Labor Standards Provisions. Bidders are required to furnish a signed Ineligible Contractors Certificate. Failure to submit the certificate at the time of bid opening shall be grounds for the disqualification of the bidder's bid.

The following provision is applicable to any contract or subcontract in excess of \$100,000:

1.3 Certification Regarding Debarment, Suspension, and Other Responsibility Matters Lower Tier Covered Transactions. (Third Party Contracts Over \$100,000)

Instructions for Certification

- 1.3.1 By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.
- 1.3.2 The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, CTC may pursue available remedies, including suspension and/or debarment.
- 1.3.3 The prospective lower tier participant shall provide immediate written notice to CTC if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 1.3.4 The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact CTC for assistance in obtaining a copy of those regulations.
- 1.3.5 The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by CTC.
- 1.3.6 The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 1.3.7 A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not

debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.

- 1.3.8 Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 1.3.9 Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, CTC may pursue available remedies including suspension and/or debarment.

1.3.10 The certification language is as follows:

“Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction

The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.”

The following provision is applicable to any contract or subcontract in excess of \$100,000:

1.4 Lobbying

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying," included herein as. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing

or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to CTC.

1.5 Interest of Members of, or Delegates to, Congress

No member of, or delegate to, the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising there from (41 U.S.C. 22).

1.6 Prohibited Interest

No member, officer, or employee of CTC or local public official during his tenure or one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

1.7 Covenant Against Gratuities

The Contractor shall not offer or provide gifts, favors, entertainment or any other gratuities of monetary value to any official, employee, or agent of CTC during the period of this contract or for a period of one year thereafter.

1.8 Program Fraud and False or Fraudulent Statements and Related Acts

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the

Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

1.9 Federal Changes

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (2) dated October, 1995) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

EEO, CIVIL RIGHTS, DISADVANTAGED BUSINESS ENTERPRISE

1.10 Title VI, Civil Rights Act of 1964, Compliance

During the performance of this contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1.10.1 Compliance with Regulations: The Contractor shall comply with the regulations relative to non-discrimination in federal programs of the Department of Transportation (hereinafter referred to as "Regulations"), which are incorporated by reference and made a part of this contract.

1.10.2 Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

1.10.3 Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- (a) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- (b) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- (c) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

1.11 Disadvantaged Business Enterprise, 49 CFR Part 23

The Federal Fiscal Year goal has been set by the CTC in an attempt to match projected procurements with available qualified disadvantaged businesses. The CTC's goals for budgeted service contracts, bus parts, and other material and supplies for Disadvantaged Business Enterprises have been established by CTC as set forth by the Department of Transportation Regulations 49 C.F.R. Part 23, March 31, 1980, and amended by Section 106(c) of the Surface Transportation Assistance Act of 1987, and is considered pertinent to any contract resulting from this request for proposal.

If a specific DBE goal is assigned to this contract, it will be clearly stated in the Special Specifications, and if the contractor is found to have failed to exert sufficient, reasonable, and good faith efforts to involve DBE's in the work provided, CTC may declare the Contractor noncompliant and in breach of contract. If a goal is not stated in the Special Specifications, it will be understood that no specific goal is assigned to this contract.

- 1.11.1 Policy - It is the policy of the Department of Transportation and CTC that Disadvantaged Business Enterprises, as defined in 49 CFR Part 23, and as amended in Section 106(c) of the Surface Transportation and Uniform Relocation Assistance Act of 1987, shall have the maximum opportunity to participate in the performance of Contract financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 and Section 106(c) of the STURAA of 1987, apply to this Contract.

The Contractor agrees to ensure that DBEs as defined in 49 CFR Part 23 and Section 106(c) of the STURAA of 1987, have the maximum opportunity to participate in the whole or in part with federal funds provided under this Agreement. In this regard, the Contractor shall take all necessary and reasonable steps in accordance with the regulations to ensure that DBEs have the maximum opportunity to compete for and perform subcontracts. The Contractor shall not discriminate on the basis of race, color, national origin, religion, sex, age or physical handicap in the award and performance of subcontracts.

It is further the policy of CTC to promote the development and increase the participation of businesses owned and controlled by disadvantaged. DBE involvement in all phases of CTC's procurement activities is encouraged.

- 1.11.2 DBE obligation - The Contractor and its subcontractors agree to ensure that disadvantaged businesses have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under the Agreement. In that regard, all Contractors and subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 as amended, to ensure

that minority business enterprises have the maximum opportunity to compete for and perform contracts.

- 1.11.3 Where the Contractor is found to have failed to exert sufficient reasonable and good faith efforts to involve DBE's in the work provided, CTC may declare the contractor noncompliant and in breach of contract.
- 1.11.4 The Contractor will keep records and documents for a reasonable time following performance of this contract to indicate compliance with CTC's DBE program. These records and documents will be made available at reasonable times and places for inspection by any authorized representative of CTC and will be submitted to CTC upon request.
- 1.11.5 CTC will provide affirmative assistance as may be reasonable and necessary to assist the prime contractor in implementing their programs for DBE participation.

The assistance may include the following upon request:

- * Identification of qualified DBE
- * Available listing of Minority Assistance Agencies
- * Holding bid conferences to emphasize requirements

DBE Program Definitions, as used in the contract:

- (a) Disadvantaged business "means a small business concern":
 - i. Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and
 - ii. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

or

 - iii. Which is at least 51 percent owned by one or more women individuals, or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more women individuals; and
 - iv. Whose management and daily business operations are controlled by one or more women individuals who own it.
- (b) "Small business concern" means a small business as defined by Section 3 of the Small Business Act and Appendix B - (Section 106(c)) Determinations of Business Size.

- (c) "Socially and economically disadvantaged individuals" means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and States (or lawfully admitted permanent residents) and who are black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, or women, and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to section 8(a) of the Small Business Act.
- i. "Black Americans", which includes persons having origins in any of the Black racial groups of Africa;
 - ii. "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuba, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - iii. "Native Americans", which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 - iv. "Asian-Pacific Americans", which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of Pacific, and the Northern Marianas;
 - v. "Asian-Indian Americans", which includes persons whose origins are from India, Pakistan, and Bangladesh.

1.12 Access Requirements for Individuals with Disabilities

The CTC agrees to comply with the requirements of 49 U.S.C. § 5301(d) which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. CTC also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto. In addition, CTC agrees to comply with all applicable requirements of the following regulations and any subsequent amendments thereto:

- (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;

- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
- (9) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
- (10) Any implementing requirements FTA may issue.

LABOR PROVISIONS

- 1.13 Contract Work Hours and Safety Standards Act (NOT APPLICABLE)
- 1.14 Davis-Bacon Act (29CFR Section 5.5) (NOT APPLICABLE)

ENVIRONMENTAL, RESOURCE, ENERGY PROTECTION, CONSERVATION, AND SAFETY REQUIREMENTS

- 1.15 Energy Conservation

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

The following clause applies to any contract or subcontract in excess of \$100,000:

- 1.16 Clean Air

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and

understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

The following clause applies to any contract or subcontract in excess of \$100,000:

1.17 Clean Water

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

1.18 Air Pollution, 40 CFR Parts 84, 85, 86, and 600, Vehicle Purchases

In submitting its bid and executing a contract, Contractor assures that facilities or equipment (including motor vehicles) furnished, constructed or improved under the contract are or will be designed and equipped to limit air pollution as provided in accordance with EPA regulations as contained in 40 CFR Parts 84, 85, and 86 (Control of Air Pollution from Motor Vehicles and Engines) and 40 CFR Part 600 (Fuel Economy of Motor Vehicles) and all other applicable standards. For vehicle purchases the successful bidder may be required to submit Certification to CTC that the governing air pollution criteria has been met. This evidence and certification will be retained by CTC.

1.19 Federal Motor Vehicle Safety Standards (FMVSS), 49 CFR Part 500, Vehicle Purchases

Contractor (whether manufacturer or dealer) certifies that the vehicles to be supplied under the contract shall conform to all applicable Federal Motor Vehicle Safety Standards of the U.S. Department of Transportation, National Highway Traffic Safety Administration, and are certified by installation of the required certification plate.

1.20 New Bus Testing, 49 CFR Part 655, Bus Purchases

Contractor will comply with the regulations pertinent to New Vehicle Testing Requirements (49 CFR 655). New models and modified vehicles (as defined by the regulations) shall be certified to have been tested in accordance with the applicable regulations. If the vehicle is a model, which is not required to be tested, the contractor shall so certify. Bidders not certifying compliance with this requirement may be considered non-responsive. Bidders will be required to submit test results as a part of their bid package, if available at the time bid documents are submitted. Final test results shall be required prior to award of a contract.

1.21 Recycled Products

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

1.22 Seismic Safety Requirements (NOT APPLICABLE)

OTHER STATUTORY REQUIREMENTS

1.23 Access to Records and Reports

1.23.1 Where the Purchaser is not a State but a local government and is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

1.23.2 Where the Purchaser is a State and is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By

definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

- 1.23.4 Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
- 1.23.5 Where any Purchaser which is the FTA Recipient or a sub grantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- 1.23.6 The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 1.23.7 The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

1.24 Buy America Provision:

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and

small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to CTC the appropriate Buy America certification (Buses, Rolling Stock or Related Equipment) with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

1.25 Cargo Preference: Use of United States Flag Vessels, 46 CFR, Part 381

The contractor agrees:

1.25.1 To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

1.25.2 To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to CTC (through the contractor in the case of a subcontractor's bill-of-lading.)

1.25.3 To include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

1.26 "Fly America" Requirements

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or

property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

1.27 Patent Rights (NOT APPLICABLE)

1.28 Rights in Data and Copyrights (NOT APPLICABLE)

1.29 Privacy (NOT APPLICABLE)

1.29.A PROTEST PROCEDURES

1.29.1 General - Protests may be made by prospective bidders or proposers whose direct economic interest would be affected by award of a contract or by failure to award a contract. CTC will consider all protests requested in a timely manner regarding the award of a contract, whether submitted before or after an award. All protests are to be submitted in writing to: Clermont Transportation Connection, 4003 Filager Rd., Batavia, Ohio, 45103. Protest submissions should be concise, logically arranged, and clearly state the grounds for protest. A protest must include at least the following information:

- (a) name, address, and telephone number of protestor,
- (b) identification of contract solicitation number,
- (c) a detailed statement of the legal and factual grounds of the protest, including copies of relevant documents, and
- (d) a statement as to what relief is requested.

Protests must be submitted to CTC in accordance with these procedures and time requirements, must be complete and contain all issues that the protestor believes relevant.

In the procedures outlined below, the Director is considered to be the Contracting Officer.

1.29.2 Protests Before Bid Opening - Bid protests alleging restrictive specifications or improprieties which are apparent prior to bid opening or

receipt of proposals must be submitted in writing to the Contracting Officer at the address above and must be received at least seven (7) days prior to bid opening or closing date for receipt of bids or proposals. If the written protest is not received by the time specified, bids or proposals may be received and award made in the normal manner unless the Contracting Officer determines that remedial action is required. Oral protests not followed up by a written protest will be disregarded. The Contracting Officer may request additional information from the appealing party and information or response from other bidders, which shall be submitted to the Contracting Officer not less than ten (10) days after the date of CTC's request. So far as practicable, appeals will be decided based on the written appeal, information and written response submitted by the appealing party and other bidders. In failure of any party to timely respond to a request for information, it may be deemed by CTC that such party does not desire to participate in the proceeding, does not contest the matter, or does not desire to submit a response, and in such a case, the protest will proceed and will not be delayed due to the lack of a response. Upon receipt and review of written submissions and any independent evaluation deemed appropriate by CTC, the Contracting Officer shall either (a) render a decision, or (b) at the sole election of the Contracting Officer, conduct an informal hearing at which the interested parties will be afforded opportunity to present their respective positions and facts, documents, justification, and technical information in support thereof. Parties may, but are not required to, be represented by counsel at the informal hearing, which will not be subject to formal rules of evidence or procedures. Following the informal hearing, if one is held, the Contracting Officer will render a decision, which shall be final, and notify all interested parties thereof in writing but no later than ten (10) days from the date of informal hearing.

- 1.29.3 Protests After Bid Opening/Prior to Award - Bid protests against the making of an award by the CTC must be submitted in writing to the Contracting Officer and received within seven (7) days of the award by the CTC. Notice of the protest and the basis therefore will be given to all bidders or proposers. In addition, when a protest against the making of an award by the CTC is received and it is determined to withhold the award pending disposition of the protest, the bidders or proposers whose bids or proposals might become eligible for award shall be requested, before expiration of the time for acceptance, to extend or to withdraw the bid. Where a written protest against the making of an award is received in the time period specified, award will not be made prior to seven (7) days after resolution of the protest unless CTC determines that:

- (a) the items to be purchased are urgently required

(b) delivery or performance will be unduly delayed by failure to make award promptly, or

(c) failure to make award will otherwise cause undue harm to CTC or the federal government.

1.29.4 Protests After Award - In instances where the award has been made, the Contractor shall be furnished with the notice of protest and the basis therefore. If the contractor has not executed the contract as of the date the protest is received by CTC, the execution of the contract will not be made prior to seven (7) days after resolution of the protest unless CTC determines that:

(a) the items to be purchased are urgently required

(b) delivery or performance will be unduly delayed by failure to make award promptly, or

(c) failure to make award will otherwise cause undue harm to CTC or the federal government.

1.29.5 Protests to Federal Transit Administration (FTA) - Under certain limited circumstances, an interested party may protest to the FTA the award of a contract pursuant to an FTA grant. FTA's review of any such protest will be limited to:

(a) alleged failure by CTC to have written protest procedures or alleged failure to follow such procedures, or

(b) alleged violations of specific federal requirement that provides an applicable complaint procedure shall be submitted and processed in accordance with that federal regulation.

Protestors shall file a protest with FTA not later than five (5) working days after a final decision of CTC's Contracting Officer is rendered under the CTC protest procedure. In instances where the protestor alleges that CTC failed to make a final determination on the protest, the protestor shall file a complaint with FTA no later than five (5) federal working days after the protestor knew or should have known of CTC's failure to render a final determination in the protest.

1.29.6 Submission of Protest to FTA - Protests submitted to FTA should be submitted to the FTA Region 5 Office in Chicago, Illinois with a concurrent copy to CTC. The protest filed with FTA shall:

- (a) include the name and address of the protestor
- (b) identify the CTC project number and the number of the contract solicitation
- (c) contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to follow CTC's protest procedures, or the alleged failure to have procedures, and be fully supported to the extent possible
- (d) include a copy of the local protest filed with CTC and a copy of the CTC decision, if any.

1.30 Notice of Federal Changes

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (2) dated October, 1995) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

1.31 Compliance with Laws/Permits and Licenses

Contractor will give all notices and comply with all federal, State, County, and local laws, ordinances, rules, regulations, standards, and order of any public authority bearing on the performance of the contract, or concerning the production of goods there under, including, but not limited to, the laws referred to in these provisions of the contract and the other contract documents. If the contract documents are at variance therewith in any respect, any necessary changes shall be adjusted by appropriate modification. Omission of any applicable laws, ordinances, rules, regulations, standards, or orders by CTC in the contract documents shall be construed as an oversight and shall not relieve the Contractor from his obligations to meet such fully and completely. Upon request, the Contractor shall furnish to CTC certificates of compliance with all such laws, orders and regulations. The Contractor shall be responsible for obtaining all necessary permits and licenses required for performance under the contract.

Applicable provisions of all federal, State, County, and local laws, and of all ordinances, rules, and regulations shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and CTC by and through its officers, employees, and authorized representatives, or any other persons, natural and otherwise, and lack of knowledge by any Contractor shall not constitute a cognizable defense against the legal effect thereof.

1.32 Records Retention/Audit and Inspection of Records

- 1.32.1 The Contractor shall permit the authorized representatives of CTC, the U.S. Department of Transportation and the Comptroller General of the United States to inspect and audit all data and records of the Contractor relating to its performance under the contract until the expiration of three years after final payment under this contract.
- 1.32.2 The Contractor further agrees to include in all subcontracts hereunder a provision to the effect that the subcontractor agrees that CTC, the U.S. Department of Transportation and the Comptroller General of the United States or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontract, have access to and the right to examine any books, documents, papers, and records of the subcontractor directly pertinent to this contract. The term "subcontract" as used in this clause excludes (1) purchase orders not exceeding \$10,000 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.
- 1.32.3 The periods of access and examination described above, for records which relate to (1) appeals under the dispute clause of this contract, (2) litigation or the settlement of claims arising out of the performance of this contract, or (3) costs and expenses of this contract to which an exception has been taken by the U.S. Comptroller General or any of his duly authorized representatives, shall continue until such appeals, litigation, claims or exceptions have been disposed of.

1.33 Contract Changes

Any proposed change in this contract shall be submitted to CTC for its prior approval and CTC will make changes only by written contract modification.

CTC may, at any time, by a written order, and without notice to sureties, make changes, within the general scope of this contract, in any one or more of the following: (1) drawings, designs or specifications; (2) method of shipment or packing; and (3) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for the performance of the work under this contract, whether changed or not changed by any such order, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall be modified accordingly. Any claim for adjustment under this clause shall be asserted within 30 days from the date of receipt by the Contractor of the notification of change: Provided, however, that CTC, if it decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this contract. Failure to agree to any adjustment shall be a dispute concerning a question of fact; however, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

1.34 No Government Obligation to Third Parties

The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

1.35 Incorporation Of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any State requests, which would cause the State to be in violation of the FTA terms and conditions.

SECTION 4: REQUIRED AFFIDAVITS, FORMS, & CERTIFICATIONS

Required Form i.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF _____)

COUNTY OF _____)

_____, being first duly sworn, deposes
and says that:

1. They are _____ of

(Owner, partner, officer, representative or agent)
the Bidder that has submitted the attached Bid:
2. They are fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid:
3. Such Bid is genuine and is not a collusive or sham Bid:
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this Affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder or to fix any overhead, profit or cost element of the Bid price or Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Board of County Commissioners of Clermont County or any person interested in the proposed Contract: and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this Affidavit.

Signature

Title

Sworn to before me and subscribed in my presence this ____ day of _____,
20____.

Notary Public

My Commission expires: ____/____/20____

Required Form ii.

INELIGIBLE CONTRACTORS CERTIFICATE

"The _____ (name of the third party contractor) hereby certifies that it IS / IS NOT (circle one) included on the U.S. Comptroller General's Consolidated List of Persons or Firms Currently Debarred for Violations for Various Public Contracts Incorporating Labor Standard Provisions.

COMPANY NAME: _____

AUTHORIZED OFFICIAL: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

Required Form iii.

CERTIFICATION REGARDING LOBBYING PURSUANT TO 49 CFR PART 20

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. [Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

Required Form iv.

**AFFIDAVIT IN COMPLIANCE WITH SECTIONS 9.24 AND 5719.042 OF THE
OHIO REVISED CODE**

STATE OF OHIO

COUNTY OF _____ SS:

Personally appeared before me the undersigned, a bidder in a competitive bidding for

(Name of firm)

for a _____ contract let by the County of Clermont who being duly
cautioned

(Type of Product or Service)

and sworn makes the following statement with respect to the personal property taxes on the

general tax list of personal property of Clermont County, Ohio:

1. That the undersigned at the time of making this bid on the
aforementioned contract was not charged with any delinquent
personal property taxes on the general tax list of personal
property of Clermont County.
2. That this statement is made in compliance with Section 5719.042
to be incorporated into the contract between the parties as
provided in that Section of the Ohio Revised Code.
3. That pursuant to Section 9.24 of the Ohio Revised Code, if the project for
which this bid is submitted has been identified as being funded in whole or
in part with funds from the State of Ohio, the affiant further certifies that
the bidder, if an individual, or if a corporation, any principal owning more
than 10% equitable interest in the corporation, does not have a finding for
recovery issued by the Auditor of State which remains unresolved as
defined in Section 9.24 ORC.

Signature _____

Title _____

Subscribed and sworn before me this _____ day of _____, 20_____.

Notary Public

Printed Name of Notary

My Commission expires

Required Form v.

**AFFIDAVIT IN COMPLIANCE WITH SECTION 3517.13
OF THE OHIO REVISED CODE**

STATE OF _____ }
COUNTY OF _____ } SS:

Personally appeared before me the undersigned, as an individual or as a representative of

_____ for a contract for _____
(Name of Entity) (Type of Product or Service)

to be let by Clermont County, Ohio, who, being duly cautioned and sworn, makes the following statement with respect to prohibited activities constituting a conflict of interest or other violations under Ohio Revised Code Section 3517.13 (campaign contributions and reporting) and further states that the undersigned has the authority to make the following representation on behalf of himself or herself or of the business entity:

1. That none of the following has **individually** made within the previous twenty-four months and that, if awarded a contract for the purchase of goods or services with a cost aggregating in excess of \$10,000 in a calendar year, none of the following **individually** will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, as an individual, one or more campaign contributions totaling in excess of \$1,000, to any member of the Clermont County Board of Commissioners or their individual campaign committees, or if the contracting authority is another elected official of Clermont County, to that official or their individual campaign committee:

- a. myself;
- b. any partner or owner or shareholder of the partnership (if applicable);
- c. any owner of more than 20% of the corporation or business trust (if applicable);
- d. each spouse of any person identified in (a) through (c) of this section;
- e. each child seven years of age to seventeen years of age of any person identified in divisions (a) through (c) of this section (only applicable to contributions made on or after January 1, 2009).

2. That none of the following have **collectively** made since January 1, 2009, and that, if awarded a contract for the purchase of goods and services with a cost aggregating in excess of \$10,000 in a calendar year, none of the following **collectively** will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, one or more campaign contributions totaling in excess of \$2,000, to any member of the Clermont County Board of Commissioners or their individual campaign committees, or if the contracting authority is another elected official of Clermont County, to that official or their individual campaign committee:

- a. myself;
- b. any partner or owner or shareholder of the partnership (if applicable);
- c. any owner of more than 20% of the corporation or business trust (if applicable);
- d. each spouse of any person identified in (a) through (c) of this section;
- e. each child seven years of age to seventeen years of age of any person identified in divisions (a) through (c) of this section.

3. That this representation is made to induce the County to enter into a contractual relationship with the Contractor, and with the knowledge that County officials will rely on the authenticity of statements made herein in awarding and administering such contracts.

Signature_____

Title:_____

Sworn to before me and subscribed in my presence this _____day of_____, 20____.

Notary Public _____

My Commission Expires: _____

Required Form vi.

**BUY AMERICA CERTIFICATION
CERTIFICATION FOR PROCUREMENT OF BUSES, ROLLING STOCK OR
ASSOCIATED EQUIPMENT**

**Certification Requirement for Procurement of Buses, Rolling Stock and Associated
Equipment.**

Certificate of Compliance with 49 U.S.C. 5323(j)(2C)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(2C) and the applicable regulations in 49 CFR Part 661.

Date _____

Signature _____

Title: _____

Company Name _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2C)

“OR”

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2C), but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR 661.7.

Date _____

Signature _____

Title _____

Company Name _____

Required Form vii.

**TRANSIT VEHICLE MANUFACTURERS CERTIFICATION OF
COMPLIANCE WITH 49 CFR PART 26
DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION**

This procurement is subject to the provisions of Section 26.49 of 49 CFR Part 26, subparts (b) and (c). Accordingly, as a condition of permission to bid, the following certification must be completed and submitted with the bid along with a copy of Transit Vehicle Manufacturers (TVM) FFY 2009 Annual Overall Percentage Goal as submitted to the Federal Transit Administration. A bid which does not include the certification and a copy of the TVM goal will not be considered.

Transit Vehicle Manufacturer Certification

_____, a Transit Vehicle Manufacturer, hereby certifies that _____ (Name of Bidder) has complied with the requirements of Section 26.49 of 49 CFR Part 26, subparts (b) and (c) addressing transit vehicle manufacturers by submitting its FFY 2009 TVM annual overall percentage DBE goal to the Federal Transit Administration, which has been approved or not disapproved by FTA.

The _____ (Name of Bidder) hereby certifies that the manufacturer of the transit _____ (Name of Manufacturer) vehicle to be supplied, _____ (Name of Bidder) has complied with the above-referenced requirements _____ (Name of Manufacturer) of 49 CFR Part 26.

Date: _____
Authorizing Official for Bidder

Typed Name: _____

Title: _____

Name of Firm: _____

Required Form viii.

FMVSS Affidavit of Compliance

AFFIDAVIT

Pursuant to Sections 663.41 and 663.43 of CFR chapter VI, I hereby certify that (Check A or B):

_____(A) All vehicles proposed in this bid will comply with all relevant Federal Motor Vehicle Safety Standards issued by the National Traffic Safety Administration in 49 CFR part 571 when deliver to the recipient agency.

_____(B) All vehicles proposed in this bid are not subject to the Federal Motor vehicle Safety Standards issued by the National Highway Traffic Safety Administration in 49 CFR part 571

Signature

Title

Company

Sworn to and subscribed before me this _____ day of _____, 20____.

Notary Public

(Seal)

Commission Expires

_____,20____.

Required Form ix.

FMVSS/Bus Testing Certification Vendor Pre-Award Self-Certification

The undersigned hereby certifies that the vehicle(s) provided in this contract meet all Applicable Federal Motor Vehicle Safety Standards and bus testing requirements. Additionally, a complete copy of the final bus testing results is included with this bid.

Signature

Title

Company

Date

Required Form x.

Ohio Department of Public Safety
Division of Homeland Security
<http://www.homelandsecurity.ohio.gov>

GOVERNMENT BUSINESS AND FUNDING CONTRACTS

In accordance with section 2909.33 of the Ohio Revised Code

DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

This form serves as a declaration of the provision of material assistance to a terrorist organization or organization that supports terrorism as identified by the U. S. Department of State Terrorist Exclusion List (see the Ohio Homeland Security Division website for a reference copy of the Terrorist Exclusion List).

Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, and financial services that are in excess of one hundred dollars, as well as communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

LAST NAME		FIRST NAME		MIDDLE INITIAL
HOME ADDRESS				
CITY	STATE	ZIP	COUNTY	
HOME PHONE		WORK PHONE		

COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION

BUSINESS/ORGANIZATION NAME			
BUSINESS ADDRESS			
CITY	STATE	ZIP	COUNTY
PHONE NUMBER			

DECLARATION

In accordance with division (A) (2) (b) of section 2909.32 of the Ohio Revised Code

For each question, indicate either "yes" or "no" in the space provided. Responses must be truthful to the best of your knowledge.

1. Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List?
☐ Yes ☐ No
2. Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List?

☐ Yes ☐ No

HLS 0038 2/06

GOVERNMENT BUSINESS AND FUNDING CONTRACTS – CONTINUED

3. Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State

Terrorist Exclusion List?

☐ Yes ☐ No

4. Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist

Exclusion List?

☐ Yes ☐ No

5. Have you committed an act that you know, or reasonably should have known, affords “material support or resources”

to an organization on the U.S. Department of State Terrorist Exclusion List?

☐ Yes ☐ No

6. Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of

State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism?

☐ Yes ☐ No

In the event of a denial of a government contract or government funding due to a positive indication that material assistance has been provided to a terrorist organization, or an organization that supports terrorism as identified by the

U.S. Department of State Terrorist Exclusion List, a review of the denial may be requested. The request must be sent to the Ohio Department of Public Safety’s Division of Homeland Security. The request forms and instructions for filing can be found on the Ohio Homeland Security Division website.

CERTIFICATION

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of “yes” to any question, or the failure to answer “no” to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced on page 1 of this declaration.

 X
Signature

Date

Required Form xi.

**GUARANTY BOND
FOR COUNTY PURCHASES CLERMONT COUNTY, OHIO**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

_____ as
Principal, and _____, a corporation
under the laws of the State of _____, having its principal place of
business in the _____ of _____,
_____, as Surety, are held and firmly bound unto the
Board of County Commissioners, Clermont County, Ohio hereinafter called the Obligee, in
the penal sum of _____ DOLLARS, (not to exceed
five percent (5%) of the **TOTAL** (all units), bid amount) lawful money of the United States
of America, for the payment of which, well and truly to be made, we bind ourselves, our
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by
these presents.

SIGNED, sealed and dated this _____ day of _____,
2007.

WHEREAS, the said Principal is herewith submitting its bid proposal
for: _____

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the aforesaid
Principal shall be awarded the contract upon said proposal and shall within the required
number of days after the notice of such award enter into a contract in accordance with
Principal's bid, then this obligation shall be null and void; otherwise the Principal and
Surety will pay unto the Obligee the difference in money between the amount of the bid of
the said Principal and the amount for which the Obligee may legally contract with another
party to perform the said work if the later amount be in excess of the former or, if a contract
is not entered into with another bidder and the project is resubmitted for bidding then the
Principal and Surety will be liable for the costs in connection with the resubmission of

printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less; but in no event shall the Surety's liability exceed the penal sum hereof.

IN WITNESS WHEREOF, this instrument is executed the _____
day of _____, 20____.

ATTEST:

PRINCIPAL:

(Principal) Secretary
(SEAL)

By:_____

Title:_____

Address:_____

ATTEST:

SURETY:

(Surety) Secretary
(SEAL)

By:_____

Attorney-in-Fact

Title:_____

Address:_____

SURETY AGENT:

Agency Name_____

Address:_____

Required Form xii.

**American Recovery & Reinvestment Act
Project Employment Data**

This project is funded by the American Recovery & Reinvestment Act (ARRA) of 2009 (Stimulus), which requires the reporting of employment data which is funded by the ARRA. The following section must be completed for your bid to be accepted.

Number of Jobs Created: _____

Number of Jobs Saved/Maintained: _____

Total Job Hours Created: _____

Total Job Hours Saved/Maintained: _____

Total Payroll Amount Created: \$_____

Total Payroll Amount Saved/Maintained: \$_____

We realize this data is difficult to attain, please be as accurate as possible.

SECTION 5: TECHNICAL SPECIFICATIONS

Accessible Hybrid Light Transit Vehicle

1. General Requirements

- 1.1 Bidder shall submit documentation certifying that proposed vehicle meets all applicable FMVSS Regulations in effect on the date of manufacture. At a minimum the following standard shall be included in the certification:

FMVSS 207	FMVSS 210	FMVSS 302
FMVSS 208	FMVSS 220	
FMVSS 209	FMVSS 221	

- 1.2 Bidder shall certify compliance with Buy America regulations. Successful bidder must provide a list of vehicle components and sub-components with manufacturer and place of manufacture and cost or percentage of total vehicle cost for each component or sub-component. It is sufficient to list US made components or sub-components, the cost of which totals more than 60% of the total vehicle cost as required by Buy America regulations, rather than all vehicle components and sub-components. (Purchase Orders over \$100,000).
- 1.3 Bidder shall submit with bid documentation showing compliance with 49 CFR 665, FTA Bus Testing regulation. Vehicle must be tested to show compliance with a 7 Year/200,000 Mile duty cycle life. **Test results documenting a 7 Year/200,000 Mile duty cycle life by the Federal Transit Administration test center in Altoona, Pennsylvania shall be submitted.** A vehicle that has not been Altoona Tested as a 7 year vehicle will not be compliant with this specification.
- 1.4 Vehicle Manufacturer must have ISO 9001 Certification. Proof or certification must be submitted with the RFP.
- 1.5 The Contractor shall comply with all applicable Federal, State and Local regulations. In the event of any conflict between the requirements of this specification and any applicable legal requirement, then the legal requirement shall prevail.
- 1.6 Note: Whenever a specific trade or product name is used within this specification, the following statement applies: "...or approved equal with essentially comparable standards of quality, design and performance." **All requests for approved equals must be approved by CTC prior to the bid opening. All requests for approved equals must be supported with detailed technical information.**
- 1.7 Contractor shall submit signed copies of all required Certificates and Assurances.

2. Overall Dimensions

2.1	Length Overall (minimum)	276”
2.2	Width, Exterior (maximum).....	96”
2.3	Width, Interior (minimum)	91”
2.4	Seating (see attached floor plan)	
2.5	Height Overall (nominal)	124”
2.6	GVWR (minimum)	14,050lbs.
2.7	Wheelbase (minimum).....	158”

The Contractor shall provide a vehicle with Ford E-450 chassis with “shuttle bus option”, or approved equal.

3. Engine – Hybrid Electric Drive System – Transmission – Drive Train

3.1 Engine (Gasoline/Hybrid Electric)

3.1.1 V8

3.1.2 5.4 L

3.1.3 A chassis manufacturer’s auxiliary engine oil cooler shall be provided

3.1.4 An engine high-idle system shall be provided. The high idle system shall be Intermotive “Gateway” or approved equal fully-automatic type activated when the transmission is in Neutral or Park position, and air conditioning is operating. Engine idle shall also increase to 1,200 RPM when system voltage drops below 12.75 volts.

3.1.5 The vehicle shall be equipped with an exhaust system that meets United States Government noise level and exhaust emission (smoke and noxious gases) requirements. The exhaust system shall be Stainless Steel. The exhaust tail pipe shall extend to the rear of the vehicle and exit to the street side of the bus behind the rear wheel and shall be positioned as close to the body as allowable to prevent damage from objects thrown from the road.

3.2 Hybrid Electric Drive

3.2.1 The system shall be a “parallel” hybrid system

3.2.2 Motor shall be 100 kW AC induction motor with regenerative braking. The motor shall have a stand-alone Traction Motor Controller

3.2.3 Motor controller shall be 120kW Inverter

3.2.4 Hybrid system shall contain an Integrated Started Generator (IGS) which sufficient mechanical force to start the engine and with sufficient electrical

charging ability to charge the hybrid battery pack. The IGS shall have a stand-alone controller.

3.2.5 High voltage hybrid battery pack shall be 288 V, 60 kW, 8.5 Ah, maintenance free nickel metal hydride.

3.2.6 Vehicle shall have a stand-alone Vehicle Control Unit (VCU) to manage all hybrid/OEM integration and functions, such as when the gasoline engine is on or off.

3.2.7 Vehicle shall be equipped with an Electric Power Assist System motor and motor controller which will provide hydraulic assist to steering and brakes when engine is off.

3.2.8 Vehicle shall be equipped with a high voltage disconnect.

3.2.8.1 The high voltage disconnect location shall be identified on the exterior body of the vehicle so first responders can locate it in an emergency situation. The warning label shall be printed in "Century Gothic" font using black reflective vinyl lettering, the same as specified in section 17.9 of this document.

3.2.9 Two (2) DC/DC converters shall be supplied to supplement 12 V system

3.2.10 Secondary cooling system shall be provided to cool DC/DC convertors , batteries, and or any additional hybrid system components in need of cooling.

3.2.11 Vehicle shall come with the following repair/maintenance documents:

3.2.11.1 Complete repair manual, including preventative maintenance guide/schedule for hybrid components

3.2.11.2 "As built" wiring schematics for hybrid components

3.2.11.3 Component location guide

3.2.12 See diagram E for component mounting information

3.3 Transmission

3.3.1 OEM automatic transmission with the highest weight rating available on the chassis provided with an externally mounted air-to-oil heat exchanger

3.4 Steering to be OEM full integral hydraulic with weight ratings appropriate to the required chassis

3.5 The drive shaft, bearing and U-joint shall be the OEM standard for the GVWR specified. One or more guards for the drive shaft are required to prevent any

section of the shaft from entering the vehicle or striking the ground in case of failure. Guards shall be 3/16" thickness steel (minimum) bolted to the frame.

4. Suspension System

- 4.1 Front Axle shall have a minimum weight rating of 5,000 pounds and shall be OEM.
- 4.2 Rear Axle shall be a full floating designed drive axle providing in excess of 65 mph road speed with the highest OEM weight rating possible and a gear ratio of 4.56 limited slip.
- 4.3 Springs shall be multi-leaf, single-stage, variable rate for a constant smooth ride with a capacity adequate for the weight rating of the chassis and vehicle.
- 4.4 Vehicle to be equipped with Mor/Ryde rear suspension.
- 4.5 Front and Rear stabilizer bars shall be provided.
- 4.6 Vehicle shall be equipped with "quite ride" spring package

5. Tires and Wheels

- 5.1 Tires – (7) Michelin, tubeless steel belted all season highway radials LT225/70RxR16 load range G , single front and dual rear to be provided
- 5.2 Wheels – (7) one-piece ventilated steel wheels to be provided., heaviest duty available for GVWR specified.
- 5.3 Wheels and tires are to be interchangeable front and rear.
- 5.4 All tires shall be electronically spin-balanced to a minimum speed of 55 MPH.

6. Brakes

- 6.1 Braking system shall be hydraulically boosted during normal engine operation. **Vacuum boosted brakes will not be accepted.**
- 6.2 Braking system shall be electrically/hydraulically boosted during engine off hybrid operation. **Vacuum boosted brakes will not be accepted.**
- 6.3 Front OEM disc designed for safe operation of vehicle in passenger carrying conditions, with 2 piston brake applied calipers. Heaviest duty available for GVWR specified.

- 6.4 Rear OEM disc designed for safe operation of vehicle in passenger carrying conditions, with 2 piston brake applied calipers. Heaviest duty available for GVWR specified.
- 6.5 Parking/Emergency Brake – foot operated, push to apply, push/or pull lever to release. Shall be caliper mounted,
- 6.6 **DRIVE LINE PARKING BRAKES WILL NOT BE ACCEPTED.**
- 6.7 The brakes shall be free of objectionable noise or squeal when applied.
- 6.8 Brakes to have 4 wheel anti-lock system

7. Electrical System

- 7.1 The vehicle shall be supplied with an alternator-powered 12 volt extreme duty electrical system.
- 7.2 Vehicle to be equipped with one (1) 12 volt alternator, or approved equal, high output externally regulated with a minimum 155 amp output at engine idle
- 7.3 Two (2) heavy-duty 12-volt batteries with a combined 1400 cca minimum shall be provided. Batteries to be lead acid premium construction, maintenance free. Terminals shall be of different size to prevent incorrect cable installation.
- 7.4 All accessories and electrical equipment, with the exception of head lights, tail lights, parking lights, and emergency flasher shall be wired through the vehicle ignition switch so as to be operative only with switch in the ON or accessory position.
- 7.5 Original manufacturer's vehicle wiring shall remain unchanged to the greatest extent practicable consistent with requirement of these specifications. A separate fuse panel for all add-on components located in an accessible area inside the vehicle shall be provided.
- 7.6 Wiring and terminals shall meet or exceed current federal and state vehicle requirements and be amply sized for both mechanical strength as well as to carry required currents without significant voltage drops.
- 7.7 Wiring and harnesses – all general purpose wiring shall be cross-linked polyolefin insulated, colored, numbered and function coded for positive identification meeting the requirements of SAE recommended practice J1127 and J1128, types GXL and SGX. Wiring shall be installed so as to avoid damage from heat, water, solvents or chafing by proper routing, clamping and the use of grommets or suitable elastomeric cushion materials. Harnesses shall be designed to resist abrasion by the use of Packard Electric flex-guard plastic loom. Harnesses shall

be sectional terminating at insulated multi-pin quick disconnects or junction blocks. Each harness shall provide a minimum of one (1) spare conductor so marked. All wiring harnesses shall be function tested prior to installation.

- 7.8 Electrical junction panel – heavy-duty circuit board junction panel to be provided inside the bus, easily accessible from the inside. Board to be equipped with heavy-duty 12-volt DC relays and 12-volt DC auto-reset circuit breakers and blade type fuses. Panel shall be equipped with a complete circuit legend. At least three (3) extra circuits shall be provided for installation of Purchaser-installed equipment such as radio and fare-box.
- 7.9 Grounding of components shall be through polarized, shielded terminals wired to main structural ground points. Grounding through hinged doors or covers of any type is not acceptable. Ground points shall be bolted to main structure free of paint, oil or rust and coated with silicone grease after fastening.
- 7.10 Electrical components which may require servicing or replacement shall be readily accessible through access panels or covers. Installation of after market electrical components and systems in the engine compartment shall be eliminated to the greatest possible extent.
- 7.11 A complete “as-built” manual including complete wiring diagrams shall be provided , accurately referencing colored, numbered and function coded wiring applications.
 - 7.11.1 This shall include wiring diagrams for: Twin vision destination sign, all wheel chair lift related systems, any and all HVAC systems
- 7.12 Maximum radio suppression available from OEM shall be provided.
- 7.13 An in-line circuit breaker of adequate capacity for circuit to wheelchair lift shall be provided in a readily accessible location. Power wire to lift shall be securely clamped and protected.
- 7.14 Two heavy-duty electrical, three speed (intermittent, low and high speeds) windshield wipers and windshield washer shall be provided.
- 7.15 All exterior lighting shall conform to all State Regulations and FMVSS 108. Lights to be LED in conforming locations.
- 7.16 All wiring in main wiring harness to be mechanically crimped.
- 7.17 All switches and controls shall be conveniently located in the driver’s area and shall provide ease of operation and be appropriately marked. There shall be no switches and controls located above the windshield or driver’s door with the exception of the driver’s courtesy lights.

- 7.18 Stainless steel slide out battery box and tray positioned on the curb side of the vehicle shall be provided.

8. Interior Climate Control

- 8.1 OEM dash deluxe, air conditioning, heater and defroster with maximum BTU available shall be provided.

8.1.1 OEM Air conditioning system shall have a dedicated refrigerant compressor and it shall be polygroove belt driven off of the engine. Refrigerant type shall be R134a.

- 8.2 One (1) rear auxiliary heater shall be provided, 65,000 BTU minimum

- 8.3 All controls shall be located within easy reach of operator and shall be located on the control panel. Separate panel switches shall control heating and air conditioning units. These switches shall all be clearly labeled.

- 8.4 Body/Rear Air Conditioning

8.4.1 The air conditioning system for the rear/body should have a minimum of 65,000 BTU output

8.4.2 The rear/body system shall have an electrically driven refrigerant compressor mounted in the rear of the vehicle. The compressor shall be configured to operate regardless of the engine being on or off. The compressor shall use refrigerant type R134a.

8.4.3 The system shall have one (1) Carrier EM-1 rear evaporator

8.4.4 The system shall have one (1) Carrier KR-3 roof mounted refrigerant condenser. The strobe light referenced in section 16.2 shall be mounted to the rear of the condenser, so that it can be seen from behind the vehicle.

9. Interior Body Panels

- 9.1 Sidewall panels to be smooth FRP. Standard sidewall panels to be installed from seat rail to the ceiling body liner.

- 9.2 Ceiling shall be smooth FRP, carpet will not be accepted.

- 9.3 Front ceiling enclosure to be covered in gray vinyl.

- 9.4 Interior panels shall be bright white. Panels shall be supported to prevent buckles, vibration, drumming, or flexing. Horizontal trim molding at panel seams shall be stainless steel, anodized aluminum, FRP or ABS plastic.
- 9.5 All interior panels, materials and treatments shall be flame retardant in conformance with FMVSS 302 and treated to be easily cleaned.
- 9.6 All protruding hazardous surfaces, sharp or jagged edges shall be eliminated.
- 9.7 Vehicle shall have two (2) ceiling mounted grab bars running the length of the seating area spaced equally apart on either side of the passenger isle. These bars shall be powder coated yellow.

10. Seating (*Refer to Diagram A*)

- 10.1 Seating shall be provided for up 12 ambulatory passengers and two wheelchair users. Seats shall consist of:

- 10.1.1 Six (6) pairs of fixed seats, total seating capacity of 12 passengers

- 10.2 Fixed Passenger seats shall be Freedman Seating Company “Feather Weight Mid-High” Model seats with the following options.

- 10.2.1 Black molded U.S. Arms (Arm rest)

- 10.2.2 Top & corner grab rails, black

- 10.2.3 ABS plastic backs

- 10.2.4 FTA Foam

- 10.2.5 Transit Style Ridged Backs

- 10.3 Fixed Seat Dimensions must conform to Freedman Seating Company specifications for seat model “Feather Weight Mid High”

- 10.3.1 Seats shall have a minimum of 27” hip to knee spacing

- 10.4 Upholstery material for all seats shall be Freedman Seating Company color “Vogue Slate” Level 3.5 MOR-CARE vogue Vinyl.

- 10.5 Passenger seats shall be installed on a track system to permit convenient removal and rearrangement. Where exposed, the track shall be covered with a vinyl track plug strip. The seat track shall be integral to the structure of the bus to provide secure seat anchorage, and to provide additional side crash barrier protection in the body structure.

- 10.6 The driver's seat shall be a Freedman Seating "9500 series: Cut-Away Driver Seat" with manually adjusted lumbar, reclining feature, and right hand adjustable arm rest.

10.6.1 Seat shall be equipped with retractable shoulder and lap belts

10.6.2 OEM 4-way adjustable power seat base.

10.6.3 Upholstery material shall be Freedman Seating Company color "Vogue Slate" Level 3.5 MOR-CARE vogue Vinyl.

11. Floor

- 11.1 The steel floor shall be a fixture-welded structure of minimum 12 GA steel and shall be treated for corrosion protection. The side and end framing shall be so designed and constructed that they will carry their proportion of the stresses around these openings.
- 11.2 The floor is designed so that all the steps required to enter the passenger cabin are integrated into the main passenger stepwell. There is no additional transition step beyond the stepwell.
- 11.3 The floor shall be designed to be completely flat from the driver's area to the rear wall. There shall be no wheel wells protruding into the passenger cabin.
- 11.4 The floor covering is "Rubber Solutions Gray Transit" or the equivalent. The aisle and front entrance area is covered in 3/16" ribbed rubber. The floor area under the seats is covered with smooth gray rubber. Steps are covered with 3/16" ribbed rubber with a 2" yellow safety nosing on each step edge. Step tread is of one-piece rubber flooring. The floor covering is butt jointed and securely cemented to the plywood floor with a waterproof adhesive. The floor sub-structure is covered with a minimum 5/8" exterior grade plywood with sealed edges.
- 11.5 There shall be a molded plastic, fiberglass, rubber or FRP cove molding between sidewalls and floor for ease of cleaning.

12. Steps and Stepwell

- 12.1 Stepwell shall be adequately reinforced to prevent noticeable deflection when either step is loaded over the center half with a 300 pound static load. Stepwell shall be undercoated on the underside.
- 12.2 Front step height from ground (no load) shall be 12" maximum. Individual risers shall be 9.5" maximum in height and in case of more than one riser, all shall be the same height. Step tread depth to be 8" minimum.

- 12.3 The step treads shall have 3/16" thick ribbed rubber treads and have molded-in yellow step edges, in a one-piece design.
- 12.4 Stepwell shall be completely enclosed and weather tight when passenger door is in the closed position.

13. Passenger Doors

13.1 Front Entrance Door

- 13.1.1 The entry door is fully encompassed by an integrally welded steel door surround. The complete door surround, including header and stepwell, is a minimum 16 GA steel and installed in the body as a single unit. The door has a full clear opening width of at least 30" and a full height of at least 85" inches.
- 13.1.2 The entry door is a two-leaf, outward opening type, power operated, and controlled from the driver's seat. Full-length glass is provided on the entry door for full visibility.
- 13.1.3 At the meeting edges of each door leaf, a rubber seal is installed so that the edges form a tight overlapping seal when closed.
- 13.1.4 A 1-1/4" stainless steel, powder coated yellow; grab bar shall be securely fastened to both sides of the interior of the doorway parallel to the steps to assist passengers in entering or exiting the vehicle.

13.2 Wheelchair Lift Door

- 13.2.1 Wheelchair door shall be rear mounted behind the curb-side rear wheel. Wheelchair positions shall be in the rear of the vehicle behind all fixed seats.
- 13.2.2 Door panel hinges to be piano type with a minimum 3/16" diameter pivot pin. Hinges and hinge fasteners to be stainless steel to resist rust and corrosion.
- 13.2.3 Door panel holder to be gas shock type mounted at the top and shall allow door panel to open to a minimum of 100° from the closed position. Wheelchair door clear opening to be minimum of 44" x 71". Tie backs mounted on the exterior of the vehicle will not be accepted.
- 13.2.4 Wheelchair door to be illuminated by interior and exterior lights to operate when wheelchair doors are open.

13.3 Doors – General

13.3.1 All doors shall be properly sealed to prevent entry of air drafts and water into vehicle interior including spray from commercial vehicle wash equipment and driven rain.

13.3.2 Materials used for weather seals shall be designed to withstand varying temperature extremes, road splash, salt and other exterior elements without cracking, leaking, loosening or deteriorating.

13.3.3 Weather stripping around the driver's door and passenger entry door shall be attached to the vehicle with adhesive.

13.3.4 All door frames shall be stainless steel.

14. Service Compartments and Access Doors

14.1 If provided, service access opening or doors in floor or interior shall be properly secured and sealed to prevent entry of fumes and water into the vehicle interior. Method of sealing shall permit removal and replacement of access doors without damage to sealing requirement.

14.2 Fuel pump access panel shall be located in the vehicle floor directly above the fuel pump so that fuel pump maintenance can be performed without removing the fuel tank from the vehicle. This access panel shall be made of aluminum diamond plate and secured to the floor with stainless steel fasteners.

15. Windshield and Windows

15.1 All windows to meet State and Federal Safety Standards. Windshield to be AS-1, driver's side windows to be AS-2 and passenger windows to be AS-3 in quality.

15.2 Windshield to be front cab contoured, single piece, 1/4" thick tinted, laminated safety float glass. Windshield to be bonded in place for a secure watertight seal.

15.3 Driver's roadside window to be standard OEM power roll-up vertical glass design. Windows to be glazed with 1/8" thick tempered safety glass.

15.4 Driver's curbside window to be upper triangular, lower rectangular, black powder coating extruded aluminum sash of one (1)-piece fixed design. Windows to be glazed with 3/16" thick, 73% single density, tempered safety glass. This window shall provide a total viewing area of not less than 422 square inches.

- 15.5 Door windows to be installed with two (2)-piece black ozone treated extruded rubber, lock and key of one (1)-piece fixed design. Windows to be glazed with 3/16" thick, 31% gray density, tempered safety glass. Each window to be installed in the upper and lower portions of the passenger door and in the upper portion of the lift door panels in line with the passenger side windows.
- 15.6 Passenger Side Windows to be 41" tall x 29" wide, top T-slider ventilating style. Glazing to be minimum 1/8" thick with 31% tinting to reduce glare. Window framing to be black anodized aluminum with interior clamp ring attachment design. Passenger side windows to be FMVSS 217 requirements for emergency egress, including proper decals.

16. Exterior and Interior Lighting

- 16.1 All lighting model numbers are from Optronics and may be changed by submitting an approved equal's request, with picture and documentation. Should any additional lighting be required it must be approved by CTC as to type and style.

CTC LED Lighting Specs

Type/Location	Color	QTY	Optronics Part Number
Rear of Bus			
Regular Stop-Tail	Red	2	STL-43RKB
High Mount Stopl* (See Diagram B)	Red	2	STL-43RKB
Turn/4-Way	Yellow	2	STL-43AKB
Reverse Lights	White	2	BUL-53CKB
Marker Lights w/armor shielding	Rear	5	MCL-66RB
License Plate Light Kit	Black	1	LPL-41CB
Light for License Plate Kit	Clear	1	LP-10SP
Driver Side Body			
Side Turn/Marker/4-way	Yellow	1	STL-72AB
Rear Marker Light w/armor shielding	Red	1	MCL-66RB
Passenger Side Body/Step Well Area			
Side Turn/Marker/4-way	Yellow	1	STL-72AB
Rear Marker Light w/armor shielding	Red	1	MCL-66RB
Exterior Wheel Chair Lift Area (Below Wheel Chair Lift Door)	White	2	BUL-53CKB
Exterior Step Well (rear of passenger door)	White	1	BUL-53CKB
Interior Step Well (one on either side of 2nd step)	White	2	BUL-53CKB
Front of Bus			
Marker Lights	Yellow	5	CBL-22AB
Interior Driver Side			
Emergency Exit Indicator "On with Ignition Lights"	Red	As required	MCL-66RB
Main Passenger Lights (spaced equally from rearward most fixed seat to front fixed seat)	White	As required	BUL-53CKB
Wheel Chair Area Lights (Turn on with Wheel Chair Lift Door Lights)	White	As required	BUL-53CKB
Interior Passenger Side			
Emergency Exit Indicator "On with Ignition Lights"	Red	As required	MCL-66RB

Main Passenger Lights (spaced equally from rearward most fixed seat to front fixed seat)	White	As required	BUL-53CKB
Interior Rear of Bus			
Emergency Exit Indicator "On with Ignition Lights" (mounted under rear A/C blower)	Red	As required	MCL-66RB
*High Mount Stop Lights are to be placed in line with standard lighting location, approximately 2" below the rear clearance lights. These are in place of the standard third brake light.			

16.2 There shall be a white strobe light (approx 6" tall) mounted on the roof of the vehicle. It shall be centered on the crown of the roof, positioned as far to the rear of the vehicle as possible and must be mounted in the rear of the roof mounted A/C condenser referenced in section 8.4.4. The light shall only operate when the ignition is in the "on" position and there shall be a switch located on the dash to turn the light on or off as desired.

16.3 The vehicle shall not have a 3rd brake light, the high mount stop lights shall serve as the 3rd brake light.

16.4 All lights on/in the vehicle shall be LED with the exception of the headlights & OEM factory front turn/marker lights

17. Finish and Color (see diagram B & C)

17.1 Vehicle graphics and paint design pictures must be submitted for review, and approved by CTC's director before vehicle graphics and paint can be finalized and applied. Minor changes may be made depending on the accuracy of the bidders at translating the below description and pictures. Additional verbal explanation of the paint and graphics is available if necessary.

17.2 All exterior surfaces shall be smooth and free of visible fasteners, dents and other imperfections.

17.3 Base exterior color to be DuPont color: Gray LS120. This shall cover the entire exterior with the exception of the roof and lower skirt

17.4 The lower skirt, fenders of the hood, and rear fenders area shall be DuPont color: Yellow YS914

17.4.1 Any lettering placed in the yellow skirting shall be black reflective

17.5 A 2" white stripe separating the gray area from the yellow area shall be applied to the side of the vehicle, this stripe is to continue the length of the vehicle. The stripe shall be made of white reflective vinyl applied with adhesive.

- 17.5.1 A .5" green reflective stripe shall be placed above and below the 2" white reflective strip. This stripe shall continue the length of the vehicle wherever the white strip exists.
- 17.6 The words "Clermont Transportation Connection" shall be written on the side of the vehicle in "Bold Century Gothic" font and shall be the same material white reflective vinyl as the stripe. The logo for CTC shall be placed toward the rear of the vehicle on both sides. On the curb side the logo shall be centered in the lower section of the wheel chair lift door. The driver side shall be in an equivalent position, so that both sides of the vehicle look as similar as possible. Bidders will be provided with an electronic copy of this logo.
- 17.6.1 Centered under the words "Clermont Transportation Connection" there shall be an additional hybrid logo. Bidders will be provided with an electronic copy of this logo.
- 17.7 There shall be the phrase "USDOT 1063916" in the lower, front most corner of the bus body, just above the white stripe. This shall be written in "Century Gothic" font and be made of the same white reflective vinyl as the stripe.
- 17.8 On the rear of the bus the phone number "732-7433" shall be centered between the brake, turn, & reverse lights horizontally and centered between the bumper and rear window vertically.
- 17.8.1 Centered under the phone number there shall be an additional hybrid logo, the same as mentioned in 17.6.1
- 17.9 On the rear of the bus the phrase "STOPS AT ALL RAILROAD CROSSINGS" shall be placed on the bottom right corner of the bus just above the white reflective stripe and shall be made of the same material as the stripe.
- 17.10 The phrase "EMERGENCY HIGH VOLTAGE DISCONNECT" shall be placed in the yellow skirt area in the direct vicinity of the high voltage disconnect supplied with the hybrid system. This lettering shall be made of black reflective material.

18. Stanchions and Grab Rails

- 18.1 All stanchions and grab rails shall be 1¼" stainless steel tubing with a yellow powder coated finish. Vertical stanchions shall be secured top and bottom with barrel bolts to prevent twisting. All stanchions shall be mounted floor to ceiling in structural member.
- 18.2 There shall be a vertical stanchion located at the rear of the entrance door. Entry-assist grab rails shall be provided both sides of the door within easy reach from

the ground to assist passengers in both boarding and exiting. Grab rails shall be firmly mounted to stanchions and sidewalls or floor.

- 18.3 There shall be ceiling grab rails that run the length of the vehicle on either side of the center aisle. These grab rails shall be power coated yellow.
- 18.4 Modesty panels shall be manufacturer's standard 5/8" board with rounded corners and shall be padded with light grey Level 1 vinyl.
- 18.5 Vertical and horizontal stanchions shall be provided behind the driver's seat, these stanchions shall be power coated yellow. Lower section below horizontal bar shall be padded modesty panel. A clear Plexiglas panel shall be installed filling the area between the horizontal cross-bar and ceiling for driver privacy and protection. Installation of this panel should not interfere with use of the vertical stanchion as a hand-hold by passengers.

19. Body and Roof

- 19.1 The bus shall be a body on chassis type consisting of a steel cage construction with vacuum laminated sidewalls, rear wall, and roof. The bus body shall be mounted on rubber isolator pucks using SAE Grade 8 7/16" UNC bolts torqued to 60-65 ft-lbs. No part of the body is to be welded directly to the chassis frame.
 - 19.1.1 The vehicle body structure must incorporate an integral, fixture-welded, steel body framing for floor, front, rear, sidewalls and roof, essentially a steel cage. Fastening of floor to sidewalls, and roof to sidewalls by means other than welding is not acceptable. The body incorporates a steel structure as the primary load-bearing mechanism.
 - 19.1.2 The sidewall structure is the equivalent of 1" x 2" 16 GA custom formed steel wall bow welded on 19" ± 1" centers. The exterior sidewall panels are aluminum (fiberglass reinforced plastic FRP optional) bonded to structural luan. The roof is a seamless piece of FRP (aluminum optional) bonded to structural luan. The sidewall and roof is welded at the roof gutter above the windows. All panels are installed so that they shed water, that is, the leading panel is lapped over the following panel and in no case shall the sealing of the panels be dependent on caulking alone. Side panels below the floor line are aluminum (FRP optional on most models) and easily removable for service and repair. The roof structural support members are the equivalent of 16 GA steel capped hat section roof bows, 1-1/2" high by 3-1/2" wide spaced on approximately 24" ± 1" centers. Three (3) roll bars of 7 GA steel are installed, on the ends and approximately in the middle of the roof structure.

- 19.1.3 The bus body is essentially a steel cage after components are welded together. The mounting track for the passenger seats are welded to the sidewall steel frame and to the steel sub-floor. Any other method of attaching the seat track to the bus body is not acceptable.
- 19.1.4 All body panels (roof, sidewalls and rear wall) are filled with appropriate thickness, two-pound high-density polystyrene to provide an insulated body structure with an R-value of at least R-5.5
- 19.1.5 The structural steel is treated with anti-corrosion material after the entire framing structure is welded together.
- 19.1.6 The body is bolted through the sub-floor structure to the chassis frame and utilizes rubber isolating mount pads and Grade 8 7/16-14 UNC bolts torqued to 60-65 ft-lbs. No part of the body is welded directly to the chassis frame structure.
- 19.1.7 A front cap constructed of fiberglass and reinforced with a steel frame structure to provide strength and prevent drumming encloses the front end of the body.
- 19.1.8 The exterior sidewalls of the bus are smooth with no exposed fasteners.
- 19.1.9 All nuts, bolts, clips, washers, clamps and like fasteners are zinc or cadmium plated, or zinc chromate coated, or stainless steel to prevent corrosion.
- 19.1.10 Wheel housings are of one-piece, steel construction, 14 GA minimum, and treated with an anti-corrosive material. Wheel housings are constructed and adequately reinforced to prevent deflection. Ample clearance shall be provided for tires in their maximum jounce position according to the chassis manufacturer.
- 19.1.11 Access doors are provided where necessary to service transmission, engine, radiator, and battery.
- 19.1.12 The entire body under structure shall be fully undercoated with a petroleum based, spray-on rust inhibitor according to the chassis manufacturer's guidelines. The joints of floor and walls or any voids shall be sealed with non-flammable resin-type material after manufacturing of the body and interior items are installed in the bus.
- 19.1.13 Any bright metal exterior trim is stainless steel, polished aluminum, or chrome plated.
- 19.1.14 Water channeling rain gutters are installed over all door and window openings.

19.2 Panel Construction - Body panel assemblies shall consist of unitized steel cage construction with vacuum laminated sidewalls, rear wall and roof. Exterior panels shall be made of smooth FRP material.

19.3 Minimum interior headroom shall be 76" minimum.

19.4 Vehicle shall be equipped with a fuel pump access plate

20. Mirrors

20.1 Each vehicle shall be equipped with two (2) Rosco heated/power remote mirrors. Right side front mirror shall be mounted so as to prevent contact with boarding passengers or pedestrians. Mirror arm shall be adequate length to provide rearward vision. Mirrors shall also include convex feature.

20.2 Standard OEM rear vision mirror with non-glare, day-night feature shall be provided.

20.3 One 6" x 16" adjustable interior passenger viewing mirror shall be provided and mounted in such a way to allow the driver to easily view passenger activity in the vehicle from the driver's seat.

21. Wheelchair Lift

21.1 Wheelchair lift shall be a Braun Millennium NCL919FIB, 403/404 Compliant. Wheelchair lift shall be rear mounted for rear vehicle wheelchair seating position, behind the curb-side rear wheel.

21.2 The wheelchair lift must be compliant with Federal Motor Vehicle Safety Standard 403 for platform lift systems for motor vehicles. The wheelchair lift shall be of modular steel frame construction. The bolt-together frame design shall provide rigidity for lift alignment and lift operation. The lift shall have been tested to a minimum static load of 2400# (1088.6Kg). The lift shall have 800# (362.9Kg) rated lifting capacity. The base plate shall be of a welded corrugated box design with integrated roll formed strengthening member to provide flexural rigidity to minimize lift deflection when placed under load. All power units, operating joints, linkage and mounting points to the body shall be certified by the manufacturer and/or installer as adequate to meet the minimum load requirement.

21.3 The power supply shall be a 12 volt electric hydraulic system operating two single-acting cylinders. The hydraulic power pack system shall be of modular design allowing for easy removal and field replacement, if needed. There shall be no power-down operation. The operation of the unit shall provide a smooth, jerk-free ride in both up and down directions. The power operation of the hydraulic cylinders shall be of a pull-type design for smooth lifting operation and improved

synchronous arm movement. The pivot pins in the trunnion (knuckle) of the pivot arms shall be of stationary design. This design spreads the load over a 300% larger area than the rotating pivot pins, greatly increasing the wear characteristics and eliminating the elongation of the pivot pin holes.

- 21.4 The switch box for lift operation shall be of a one-hand operation design made of durable ABS plastic. The control box will provide user with illuminated functions. The control cable shall be coiled with modular jack connections for ease of maintenance or field change. The cord shall have a minimum 5-foot reach and be operable either inside or outside the vehicle. A securement system for the control box will be located on the inside of the wheel chair lift door.
- 21.5 A manual back-up system shall be provided to ensure operation of the lift in case of electrical failure. The backup system shall provide a reliable means of manually raising and lowering the lift while occupied. The back-up system shall fold and unfold the platform. The back-up pump shall be integrated with the hydraulic power pack system such that no hydraulic lines or fittings are required for fluidic transfer.
- 21.6 The platform shall be of steel construction and the surface shall be of see-through grating allowing for improved visibility and safer use in inclement weather. The platform shall have a minimum usable wheelchair passageway width of 33 inches (83.8cm) and a minimum usable length of 51 inches (129 cm) requiring a 57 inch (145 cm) vertical clear door opening. The sides of the platform shall be a minimum of 2.50 inches (6.35 cm) high.
- 21.7 The platform shall be automatically folded and unfolded and fully automatic in operation. The platform shall allow both inboard and outboard facing of wheelchair and mobility aid users. The platform entrance ramp shall be extruded aluminum and have raised ribs for traction. The outer barrier shall be the sole outboard wheelchair retention device and shall be interlocked and comply with the FMVSS 403 requirements. Dual handrails shall be provided to add security and convenience. These handrails shall be 1-1/4 minimum diameter, minimum 30(76.2cm) in height, minimum of 8(20.3cm) in length, and withstand a 100# (45.4Kg) force in any direction (including vertical) without permanent deformation.
- 21.8 All lift components shall be finished with a baked-on powder coating, which will meet a salt spray test of 1000 hours, to provide corrosion resistance and a long service life.
- 21.9 A panel door switch controlling the lift system shall be provided to interlock the lift door. The system shall require the transmission to be in Park position and the parking brake engaged before the lift can be operated.

- 21.10 A complete set of operating instructions, schematics, wiring diagrams (including lift mounted lights) and lift manufacturer Service Manual and Parts Manual shall be included with each lift. Lift shall be warranted against defects, parts and labor, for a minimum of one year from delivery of the vehicle.

22. Wheelchair Securement System

- 22.1 Securement devices and their attachments shall restrain a force in the forward longitudinal direction of up to 2,500 pounds per securement leg or clamping mechanism and minim of 5,000 pounds for each mobility aid.
- 22.2 The securement system shall be located as near to the accessible entrance as practicable and shall have a clear floor area of 30" by 48" for each wheelchair. Two wheelchair positions shall be provided.
- 22.3 Wheelchair securement system shall be Q-Straint Q-8100-A1-SC Deluxe to secure wheelchairs facing forward and must fully comply with the Americans with Disabilities Act requirements.
- 22.4 Wheelchair tie-down and occupant restraint shall consist of four automatic retractors with J-hook per securement area with a separate lap restraint belt for the occupant. Self-tensioning belts to be interchangeable.
- 22.5 Floor anchorage points shall be all Q-Straint L style track. Anchorage points shall be secured in accordance with California Highway Patrol Regulation Title V – Register 77, Number 22 5-8-77.
- 22.6 Means shall be provided to safely and securely store tie-down straps when not in use by providing a wall mounted bag, which must be durable enough to last the same length of time as the vehicle.

23. Miscellaneous

- 23.1 Maximum heavy-duty radiator and cooling fan available shall be provided. Radiator shall be equipped with a surge tank if available from chassis manufacturer. Coolant provided per State Standard Specification (-34°F).
- 23.2 Vehicle shall be equipped with a 60 gallon fuel tank minimum.
- 23.3 Indicated devices shall be gauge type, not “tell tale” lights and include the following:
- 23.3.1 Electronic engine hour meter
 - 23.3.2 Oil pressure gauge
 - 23.3.3 Oil temperature gauge

- 23.3.4 Transmission oil temperature gauge
 - 23.3.5 Fuel tank level gauge
 - 23.3.6 Coolant temperature gauge
 - 23.3.7 Coolant level gauge
 - 23.3.8 Headlight high beam indicator
 - 23.3.9 Directional signal and flasher action light
 - 23.3.10 Tachometer
 - 23.3.11 Speedometer
 - 23.3.12 Battery voltage
 - 23.3.13 Odometer / Trip meter
 - 23.3.14 Charging system warning light
 - 23.3.15 Check gauges warning light
 - 23.3.16 Fasten safety belt warning light
 - 23.3.17 Brake system warning light / parking brake indicator
 - 23.3.18 Water in Fuel indicator (diesel only)
 - 23.3.19 Low fuel warning light
- 23.4 Audible backup alarm to be installed.
- 23.5 A digital clock shall be installed in the drivers area within easy view of the driver
- 23.6 Front OEM bumper to be provided.
- 23.7 Rear bumper shall be a Romeo Rim energy absorbing bumper, with built in object detection system.
- 23.8 Dual horns shall be provided.
- 23.9 Driver's sun visor shall be provided.
- 23.10 Vehicle shall be equipped with 3/16" rubber composite mud flaps
- 23.10.1 The vehicle shall have mud flaps behind the front tires
 - 23.10.2 The vehicle shall have mud flaps behind and in front of the rear tires.
 - 23.10.3 All mud flaps shall be positioned to protect all hybrid components from any and all road debris.
- 23.11 An "ABC" type fire extinguisher with gauge and hose, U.L. approved, shall be provided securely mounted in a vertical position and easily accessible to the driver inside the vehicle.
- 23.12 A three (3) triangle reflector kit shall be provided and securely mounted in an easily accessible location to the driver.
- 23.13 A standard 16-unit first aid kit shall be provided.

- 23.14 Vehicle shall be delivered with (one set) of both chassis manufacturer and body manufacturer maintenance manuals and parts manuals including at a minimum engine, transmission, air conditioning, anti-lock brakes, and wheelchair lift. A complete electrical schematic and wiring diagram shall be provided.
- 23.15 All brackets and fasteners for attaching front and rear license plates to the vehicle shall be provided. Brackets and fasteners to be corrosion-resistant.
- 23.16 Each vehicle shall contain a complete ADA Signage package.
- 23.17 Vehicle shall be equipped with Tie Tech, Inc. Safe-cut webbing cutter securely mounted in a location easily accessible to the driver.
- 23.18 Vehicle shall be equipped with an OEM (not after market) standard AM/FM stereo, public address amplifier, and hand held microphone. Four (4) speakers shall be included, two (2) front and two (2) rear.
- 23.19 The vehicle shall be pre-wired for a 2 way radio and shall have a ground plane installed in the forward roof area.
- 23.20 The vehicle shall have a public address system with a minimum of four (4) interior speakers and one (1) exterior speaker.
- 23.21 The vehicle shall have a passenger call bell system.
- 23.21.1 The system shall be cable activated, and the cable shall run the entire length of the vehicle with only one (1) sensor on each side of the bus.
- 23.21.2 The system shall have an “on/off” switch in the driver’s area
- 23.21.3 The system shall have a “STOP REQUESTED” light which illuminates, and sounds a chime when the cable is pulled. The light shall remain lit until the passenger door is opened.
- 23.22 Vehicle shall be equipped with a front twin vision electronic destination. Front destination sign shall be located in body above windshield.
- 23.22.1 The sign shall be 16x160 pixels in size, and be compatible with existing Elysé programming software.
- 23.22.2 The control unit for the destination sign shall be mounted in a location which is easily reachable by a seated driver of average height. Final placement must be approved by the director of CTC.
- 23.23 The vehicle shall be equipped with a Sport Racks VeloPorter 2 bike rack

23.23.1 The bike rack shall be mounted to the front of the vehicle and shall have a quick release system which will allow for removal of the rack during maintenance procedures.

23.24 The successful bidder shall provide a “Hybrid diagnostic service tool kit” this equipment shall be amortized across the price of each vehicle (not reflected as a separate line item) and shall be delivered with the vehicles.

23.25 The successful bidder shall provide onsite hybrid training on the vehicles ordered through this bid. The cost of this training shall be amortized across the price of each vehicle (not reflected as a separate line item) and shall be scheduled after the vehicles have been delivered to the Clermont Transportation Connection.

24. Quality Assurance and Delivery

24.1 The Contractor shall assume all responsibility for quality of all components and equipment supplied on these vehicles.

24.2 CTC shall have the right to inspect the vehicles during production and final assembly, prior to delivery.

24.3 Each vehicle shall be delivered with a weight ticket showing the vehicle’s gross weight after installation of all components and vehicle is ready for delivery.

24.4 CTC will carry out a thorough inspection upon delivery prior to acceptance of the vehicles and may refuse delivery should defects be found.

24.5 CTC will conduct a water leak test on all windows and doors, both OEM and those altered or placed on the vehicle during conversion, as part of its acceptance testing.

24.6 Vendor shall include as part of the bid a detailed description of the warranty provision covering the proposed vehicle and necessary equipment. The location of the provider of warranty repairs shall be listed for each warranted item.

25. Warranty

25.1 Any additional warranty information must be submitted with bids.

25.2 Warranty shall be as follows (minimum)

25.1.1 Entire Vehicle1 Year/12,000 Miles

25.1.2 Body6 Year/60,000 Miles

25.1.3 Hybrid System & Components5 years/60,000 Miles

Diagram A

12 Ambulatory Passengers and 2 Wheelchairs

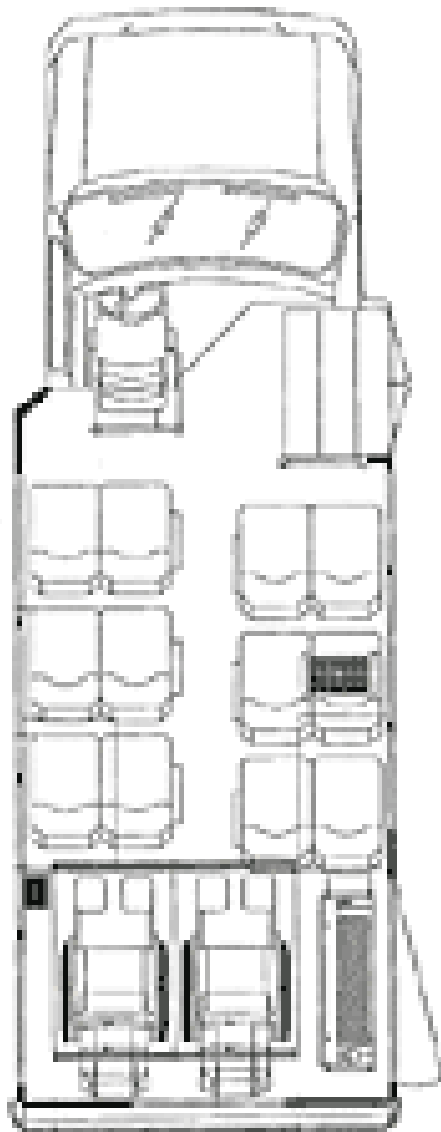


Diagram B

Rear Tail Light Position Diagram

***Note: NO 3rd BRAKE LIGHT**

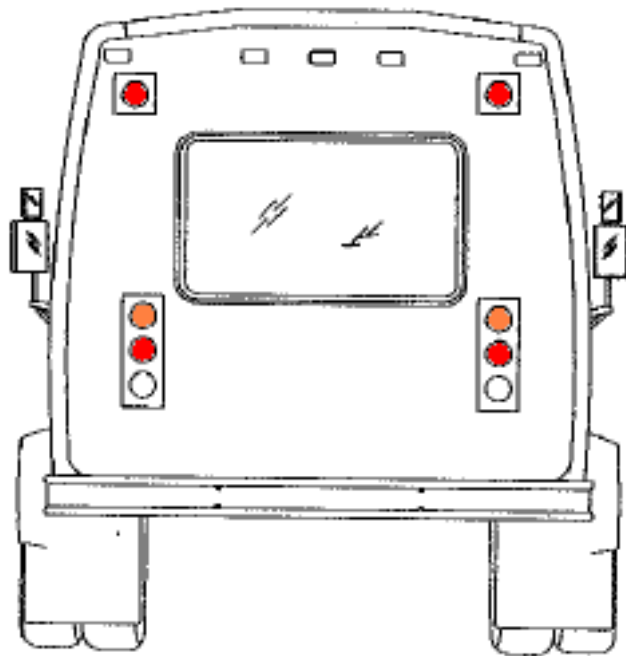


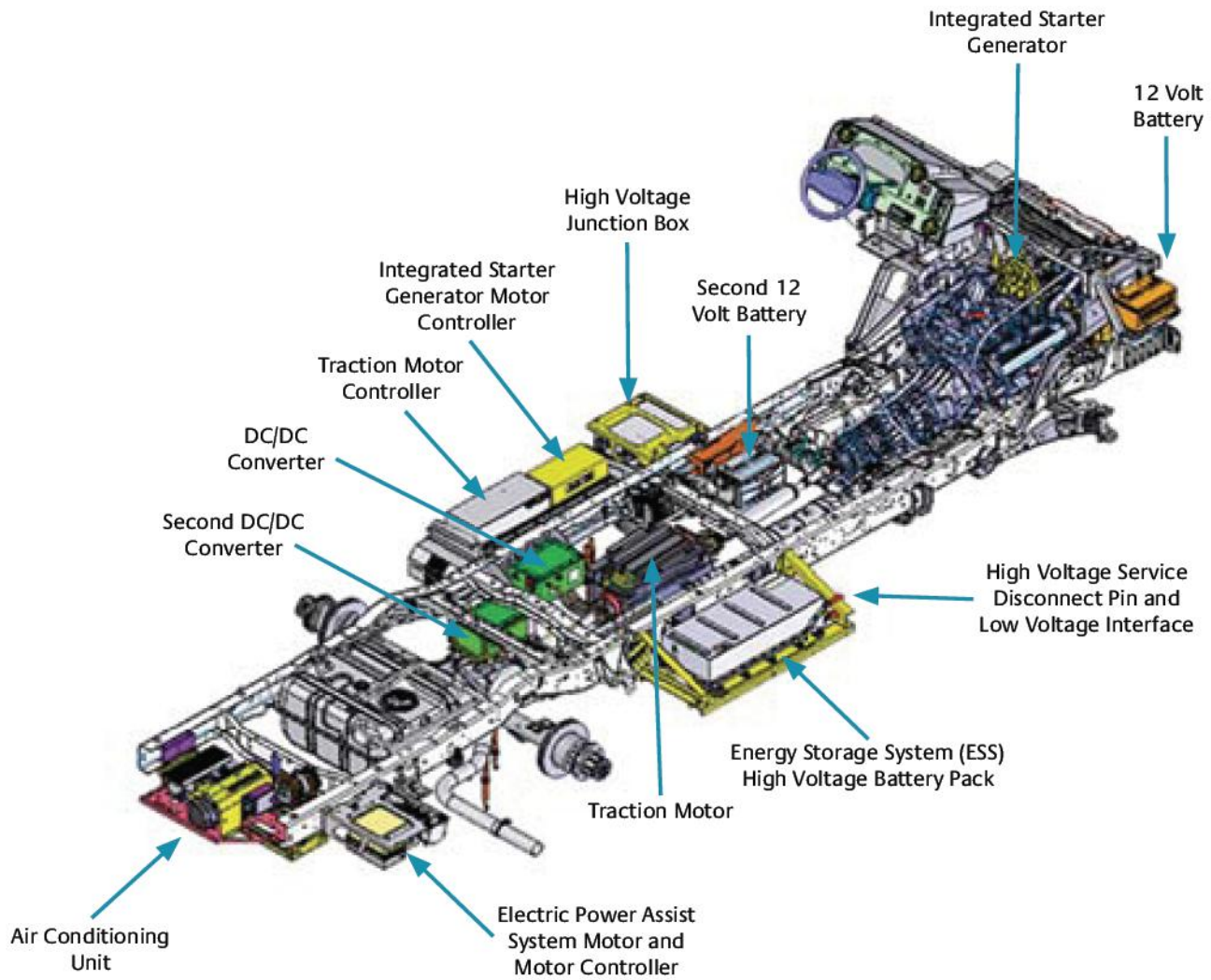
Diagram C



Diagram D



Diagram E
Hybrid Component Location Diagram



AMENDMENT PAGE

The undersigned acknowledges receipt of the following amendments to the Documents.

(Give Number and date of each):

Amendment No. _____ Dated _____

Amendment No. _____ Dated _____

Amendment No. _____ Dated _____

Amendment No. _____ Dated _____

Amendment No. _____ Dated _____

Failure to acknowledge receipt of all amendments may cause the bid to be considered non-responsive to the Invitation, which will require rejection of bid.

Signature

Title

BID PROPOSAL FORM

The undersigned hereby proposes to furnish and deliver four (4) Hybrid Light Transit Vehicles (LTV) for the Clermont Transportation Connection

In making this proposal, the undersigned represents that he has reviewed the advertisement for bids, the bid specifications, and all related contract documents

The undersigned further represents that the price as stated herein includes all risk of delay, from all causes whatsoever, all labor, material and transportation or other work, tools, equipment and expenses of whatever nature necessary or incidental to the performance, completion or maintenance of the work specified in a reasonable and workmanlike manner.

INDIVIDUAL HYBRID LTV PRICE \$ _____

TOTAL CONTRACT PRICE \$ _____

ESTIMATED DELIVERY DATE _____

BIDDER: _____

ADDRESS: _____

BY: _____
(Print Name and Sign)

TITLE: _____

DATE: _____

**CLERMONT TRANSPORTATION CONNECTION
CLERMONT COUNTY, OHIO
CONTRACT FOR **HYBRID LIGHT TRANSIT VEHICLES****

THIS AGREEMENT, is entered into this _____ day of _____, 20____, by and between Clermont County, Ohio acting through its Board of County Commissioners, hereinafter called "County" and

_____, whose business address is
_____ hereinafter called "Contractor."

WHEREAS, the County desires to purchase **HYBRID LIGHT TRANSIT VEHICLES** for the Clermont Transportation Connection and has pursuant to the Ohio Revised Code, submitted the specifications therefore for public bid and has received bids and previously determined that the bid response of the Contractor is the lowest and best bid; and

WHEREAS, the Contractor is a company recognized and experienced in providing items described in the specifications;

NOW THEREFORE, in consideration of the payments to be made by the County to the Contractor and of the mutual covenants and promises contained herein, the parties hereby agree as follows:

1. Contractor shall provide **HYBRID LIGHT TRANSIT VEHICLES** for the Clermont Transportation Connection at the total price stated in their bid dated _____ attached hereto and incorporated herein by reference.
2. Contractor shall comply with all the terms and conditions of the specifications and other contract documents which are likewise incorporated herein as if same were fully rewritten.
3. Contractor warrants that the equipment, as delivered, will function in accordance with the specifications.

4. The Contractor agrees to deliver the **HYBRID LIGHT TRANSIT VEHICLES** within one hundred twenty (120) days from date of bid award. The County agrees to pay the proposal price within thirty days of receipt of the invoice.
5. Contractor agrees that the above referenced compensation shall be full and complete compensation and shall reflect and be inclusive of any risk of delay from all causes whatsoever, shall further include all transportation/delivery and any other incidental expenses of whatsoever nature which may be necessary.
6. In case of default by the Contractor in any of the provisions of the Contract, the Board of County Commissioners may procure the articles from other sources and hold the Contractor responsible for any excess costs incurred thereby.
7. This Contract shall be governed in accordance with the laws of the State of Ohio.
8. Contractor hereby agrees to indemnify and hold the County harmless from any claims, demands or losses of any type or nature to any person, bidder or corporation arising in any manner from the contractor's performance or failure to perform the work required under this contract and shall pay any judgment or liability obtained or growing out of said claims, liabilities or judgments, including reasonable attorney's fees and costs.
9. This Contract contains all the Agreements and representations between the parties and no modification, expressed or implied shall be effective unless agreed to in writing and executed by the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto caused this Contract to be executed by their appointed representatives on this _____ day of _____ 20____, with the intent to be legally bound thereby.

**BY: BOARD OF COUNTY COMMISSIONERS
CLERMONT COUNTY, OHIO**

ATTEST:

Edwin H Humphrey

Judith Kocica, Clerk
Board of County Commissioners

Robert L. Proud

R. Scott Croswell, III

WITNESS:

(Signature)

(Signature)

CONTRACTOR:

(Signature)

Typed Name

(Title)

Approved as to form by the
Office of the Prosecuting Attorney,
Clermont County, OH

BY: _____

Date: _____